

Form 400

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_Court

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Judicial (Circuit/District)

-VS-

EXHIBIT

COLLEEN SCHULTZ

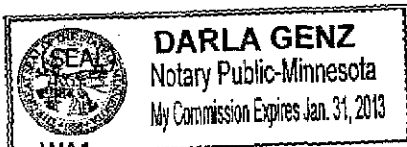
Colleen Schultz
Affiant's Signature

State of Minnesota

Stearns County

Subscribed and sworn to (or affirmed) before me on this 19 day of September, 2008 by COLLEEN SCHULTZ, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(signature of Notary) (seal of Notary)



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Suttell & Associates

Darla Genz
Notary Public for the State of Minnesota

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8 MIDLAND FUNDING LLC,

9 Plaintiff

10 -vs-

AFFIDAVIT OF JUDY RICHTER

11 DANE SCOTT,

12 Defendant(s).

13
14 Judy Richter, whose business address is 16 Mcleland Rd Suite 101, St. Cloud, MN
15 56303, certifies and says:

16 1. I am employed as a Specialist and am a custodian of records for Midland Credit
17 Management, Inc. ("MCM"), servicer of this account on behalf of plaintiff. I am a
18 competent person over eighteen years of age, and make the statements herein based
19 upon personal knowledge of the recordkeeping systems maintained on plaintiff's behalf.
20 Plaintiff is the current owner of, and/or successor to, the obligation sued upon, and was
21 assigned all the rights, title and interest to defendant's WASHINGTON MUTUAL account
22 446502271-3330 (MCM Number 25120119935) (hereinafter "the account"). I have
23 possession of the books and records pertaining to the account and am authorized to make this
24 affidavit on plaintiff's behalf.

25 2. I am familiar with the manner and method by which MCM creates and maintains its
26 normal business books and records. The records are kept in the regular course of business.
27 It was in the regular course of business for a person with knowledge of the act or event
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AFFIDAVIT OF JUDY RICHTER - 1



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AFFRECORD

EXHIBIT

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1 recorded to make the record or data compilation, or for a person with knowledge to transmit
2 information thereof to be included in such record. The record or compilation was made at
3 or near the time of the act or event, or reasonably soon thereafter. The relevant financial
4 information concerning the account includes the following:

5 3. The account, pursuant to the attached statement, shows that the defendant(s) owe(s) a
6 balance of \$5208.19; and such balance will continue to accrue interest at the rate set forth
7 in the cardholder agreement/original contract and/or as required by law, until judgment is
8 entered herein, after which interest on the unpaid balance shall accrue as required by law and
9 as set forth within the terms of the judgment.

10 4. This action is based upon a revolving credit agreement entered into between
11 defendant(s) and the original credit grantor. Pursuant to the agreement, defendant(s) agreed
12 to pay monthly installments to the original credit grantor for all goods and/or services and/
13 or cash advances. Upon information and belief, defendant(s) used or authorized the use of
14 the credit card account to obtain loans from the original credit grantor for the purpose of
15 obtaining goods and/or services and/or cash advances but failed to make the payments due
16 pursuant to the agreement.

17 5. Demand was made for full payment of the balance herein more than 30 days prior to
18 making this affidavit; defendant(s) failed to make full payment of the amount owed on the
19 account; and the attorneys representing plaintiff were retained for the purpose of collecting
20 the delinquent debt owed on the account set out above.

21 6. Upon information and belief, the documents attached hereto are certified to be correct
22 originals or true and correct copies of the originals, being a reproduction from the records
23 on file on behalf of plaintiff or submitted to establish the contents of a lost or destroyed
24 document.

25 7. If called to testify as a witness thereon, I could and would competently testify as to all
26 the facts stated herein.

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AFFIDAVIT OF JUDY RICHTER - 2



1 I certify under penalty of perjury that the foregoing statements are true and correct to
2 the best of my knowledge.

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4 AUG 24 2009

5 Date

6 Judy Richter
7

8 STATE OF MINNESOTA

9 COUNTY OF STEARNS

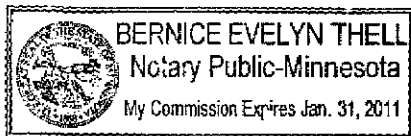
10 AUG 24 2009

11 Signed and sworn to (or affirmed) before on _____ by Judy Richter

12 (Seal)

13 Bernice Evelyn Thell
14 Notary Public

15 My commission expires: _____



WA1
Suttell & Associates

AFFIDAVIT OF JUDY RICHTER - 3



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8 MIDLAND FUNDING LLC,

9 Plaintiff

10 -vs-

AFFIDAVIT OF ELIZABETH NEU

11 SCOTT BOOLEN,

12 Defendant(s).
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14 Elizabeth Neu, whose business address is 16 Mcleland Rd Suite 101, St. Cloud, MN
15 56303, certifies and says:

- 16 1. I am employed as a Specialist and am a custodian of records for Midland Credit
17 Management, Inc. ("MCM"). I am a competent person over eighteen years of age, and
18 make the statements herein based upon personal knowledge of the recordkeeping systems
19 maintained on plaintiff's behalf. I have possession of the books and records pertaining
20 to defendant's BANK OF AMERICA account [REDACTED] 5106 (MCM Number
21 8530375119) (hereinafter "the account"), and am authorized to make this affidavit on
22 plaintiff's behalf.
- 23 2. I am familiar with the manner and method by which MCM creates and maintains its
24 normal business books and records. The records are kept in the regular course of business.
25 It was in the regular course of business for a person with knowledge of the act or event
26 recorded to make the record or data compilation, or for a person with knowledge to transmit
27 information thereof to be included in such record. The record or compilation was made at
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AFFIDAVIT OF ELIZABETH NEU - 1



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AFFRECORD

EXHIBIT**3**

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1 or near the time of the act or event, or reasonably soon thereafter. The relevant financial
2 information concerning the account includes the following:

3 3. The account, pursuant to the attached statement, shows that the defendant(s) owe(s) a
4 balance of \$2258.03; and such balance will continue to accrue interest at the rate set forth
5 in the cardholder agreement/original contract and/or as required by law, until judgment is
6 entered herein, after which interest on the unpaid balance shall accrue as required by law and
7 as set forth within the terms of the judgment.

8 4. This action is based upon a revolving credit agreement entered into between
9 defendant(s) and the original credit grantor. Pursuant to the agreement, defendant(s) agreed
10 to pay monthly installments to the original credit grantor for all goods and/or services and/
11 or cash advances. Upon information and belief, defendant(s) used or authorized the use of
12 the credit card account to obtain loans from the original credit grantor for the purpose of
13 obtaining goods and/or services and/or cash advances but failed to make the payments due
14 pursuant to the agreement.

15 5. The defendant(s) failed to make payments on the account; demand has been made for
16 defendant(s) to make payment of the balance owing on the account described herein more
17 than thirty (30) days prior to making this affidavit; and the attorneys representing plaintiff
18 were retained for the purpose of collecting the delinquent debt owed on the account set out
19 above.

20 6. Upon information and belief, the documents attached hereto are certified to be correct
21 originals or true and correct copies of the originals, being a reproduction from the records
22 on file on behalf of plaintiff or submitted to establish the contents of a lost or destroyed
23 document.

24 7. If called to testify as a witness thereon, I could and would competently testify as to all
25 the facts stated herein.
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AFFIDAVIT OF ELIZABETH NEU - 2



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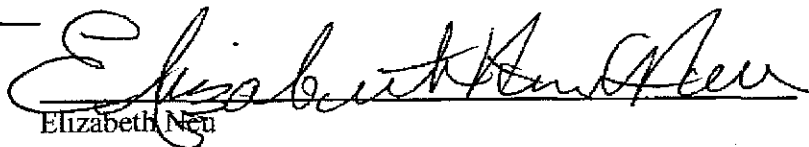


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1 I certify under penalty of perjury that the foregoing statements are true and correct to
2 the best of my knowledge.

3 JUL 13 2009

4 Date

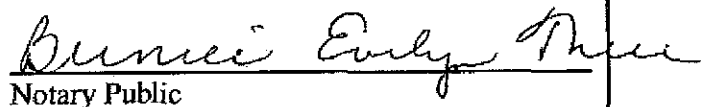
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Elizabeth Neu

6 STATE OF MINNESOTA

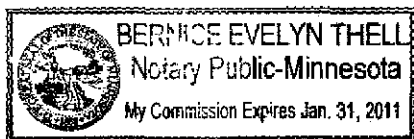
7 COUNTY OF STEARNS

8 Signed and sworn to (or affirmed) before on JUL 13 2009 by Elizabeth Neu

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11 (Seal)


Notary Public

My commission expires: _____



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19 Suttell & Associates
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AFFIDAVIT OF ELIZABETH NEU - 3



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8 MIDLAND FUNDING LLC,

9 Plaintiff

10 -vs-

AFFIDAVIT OF KELLY ELLSWORTH

11 JOEL FINCH,

12 Defendant(s).
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14 Kelly Ellsworth, whose business address is 16 McLeland Rd Suite 101, St. Cloud, MN
15 56303, certifies and says:

- 16 1. I am employed as a Legal Specialist and have access to pertinent account records for
17 Midland Credit Management, Inc. ("MCM"), servicer of this account on behalf of plaintiff.
18 I am a competent person over eighteen years of age, and make the statements herein based
19 upon personal knowledge of those account records maintained on plaintiff's behalf. Plaintiff
20 is the current owner of, and/or successor to, the obligation sued upon, and was assigned all
21 the rights, title and interest to defendant's FIRST NATIONAL BANK OF OMAH account
22 [REDACTED] 2457 (MCM Number 8531929105) (hereinafter "the account"). I have access
23 to and have reviewed the records pertaining to the account and am authorized to make this
24 affidavit on plaintiff's behalf.
25 2. I am familiar with the manner and method by which MCM creates and maintains its
26 business records pertaining to this account. The records are kept in the regular course of
27 business. It was in the regular course of business for a person with knowledge of the act or
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AFFIDAVIT OF KELLY ELLSWORTH - 1



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AFFRECORD

EXHIBIT

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1 event recorded to make the record or data compilation, or for a person with knowledge to
2 transmit information thereof to be included in such record. In the regular course of business,
3 the record or compilation is made at or near the time of the act or event. The relevant
4 financial information concerning the account includes the following:

5 3. The account shows that the defendant(s) owed a balance of \$4418.98; and I am advised
6 that such balance may accrue interest at the rate set forth in the cardholder agreement/original
7 contract and/or as required by law, until judgment is entered herein, after which interest on
8 the unpaid balance shall accrue as required by law and as set forth within the terms of the
9 judgment.

10 4. Upon information and belief, this action is based upon a revolving credit agreement
11 entered into between defendant(s) and the original credit grantor. Upon information and
12 belief, pursuant to the agreement, defendant(s) agreed to pay monthly installments to the
13 original credit grantor for all goods and/or services and/or cash advances. Upon information
14 and belief, defendant(s) used or authorized the use of the credit card account to obtain loans
15 from the original credit grantor for the purpose of obtaining goods and/or services and/or
16 cash advances but failed to make the payments due pursuant to the agreement.

17 5. If called to testify as a witness thereon, I could and would competently testify as to all
18 the facts stated herein.

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AFFIDAVIT OF KELLY ELLSWORTH - 2



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AFFRECORD



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1 I certify under penalty of perjury that the foregoing statements are true and correct to
2 the best of my knowledge.

3 APR 20 2010

4 Date

5 Kelly Ellsworth
6 Kelly Ellsworth

7 STATE OF MINNESOTA

8 COUNTY OF STEARNS

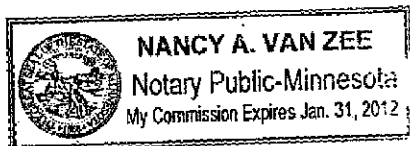
9 APR 20 2010

10 Signed and sworn to (or affirmed) before me on _____ by Kelly Ellsworth.

11 (Seal)

12 Nancy Van Zee
13 Notary Public

14 My commission expires: _____



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19 Suttell & Hammer, P.S.

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AFFIDAVIT OF KELLY ELLSWORTH - 3

